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November 05, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO TRAUMA CENTER SERVICES  
AUGMENTATION AGREEMENT  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Request approval to extend the term of the Trauma Center Services  
Augmentation Agreement with St. Francis Medical Center for the Department  
of Health Services.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Director of Health Services (Director), or his designee, to  
execute Amendment No. 8 to Trauma Center Services Augmentation  
Agreement (TCSAA) No. H-700906 with St. Francis Medical Center (SFMC),  
effective upon Board approval, to extend the term for seven months, for the  
period December 1, 2013 through June 30, 2014, for the continued provision  
of trauma center services, with a maximum obligation of \$3.28 million for the  
extension period.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 November 5, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommendation will allow the Director to execute an amendment, substantially similar to Exhibit I, with SFMC to maintain adequate trauma coverage for County responsible persons who reside in the former Martin Luther King, Jr. (MLK) Harbor Hospital catchment area. The current Agreement expires on November 30, 2013. This Agreement will be extended for seven months only, as the Department of Health Services (DHS) intends to re-negotiate agreements with all current trauma center service providers following the State's issuance of eligibility guidelines in early 2014.

## **Implementation of Strategic Plan Goals**

The recommended action supports Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The total maximum obligation for the extension period of December 1, 2013 through June 30, 2014 is \$3.28 million, funded by Measure B (\$1.46 million) and SB 612/1773 revenues (\$1.82 million).

Funding is included in the DHS Fiscal Year 2013-14 Final Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 23, 2004, the Board approved the proposed reduction of trauma services at MLK Harbor hospital and instructed DHS to negotiate with surrounding hospitals to ensure coverage of the remaining MLK Harbor Hospital trauma catchment area and an estimated 18,000 patients.

The Board approved the current TCSAA with SFMC to mitigate the impact of the closure of the MLK Harbor Hospital on the trauma system in Los Angeles County. Currently, there are fourteen designated trauma centers in Los Angeles County, twelve non-County and two County-operated, covering a population of over ten million and 4,083 square miles, and treating over 20,500 major trauma patients annually. SFMC is the closest emergency room (ER) and has experienced a significant increase in ER and trauma patient volume due to the closure of MLK Harbor Hospital.

Subsequent amendments have been approved by the Board to revise eligibility requirements, and the reimbursement rate, increase funding for transitional capacity to \$5.62 million, to accommodate an increase in trauma patient volume, adjust the total number of eligible claimable patient days per month, and, most recently, extend the term to November 30, 2013.

The Agreement may be terminated for convenience by the County upon 60 days prior written notice.

County Counsel has approved Exhibit I as to form.

## **CONTRACTING PROCESS**

As a result of the closure of MLK Harbor Hospital trauma center in 2005, the Board approved the TCSAA with SFMC to provide funding for trauma center services, for reimbursement of increased patient volume. SFMC is a current participant in the County's trauma system and satisfies the State and County criteria and conditions for such participation.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendation will ensure that the current level of augmented transitional capacity services is maintained at SFMC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:rg

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

TRAUMA CENTER SERVICES AUGMENTATION AGREEMENT

Amendment No. 8

THIS AMENDMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

ST. FRANCIS MEDICAL CENTER  
(hereafter "Hospital")

Business Address:

3630 East Imperial highway  
Lynwood, CA 90262

WHEREAS, reference is made to that certain document entitled "Trauma Center Services Augmentation Agreement (TCSAA)," dated March 1, 2005, and further identified as Agreement No.: H-700906, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, the County and Hospital, entered into Agreement No. H-703500 to provide Trauma Center Services at Hospital; and

WHEREAS, the County has determined that TCSAA services provided by Hospital continue to be in the best interests of the County in order to allow Hospital to continue to accept and care for trauma patients, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, the parties wish to revise or incorporate provisions consistent with all applicable State laws and/or regulations, County Ordinances and Board Policy; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term for seven (7) months, for the period December 1, 2013 through June 30, 2014, and to provide for the other changes set forth herein; and

WHEREAS, the Agreement provides that changes in accordance with Additional Provisions, Paragraph 24, Merger Provision may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Hospital warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.

2. Agreement, Paragraph 1, TERM, is deleted in its entirety and replaced as follows:

"1. TERM: This Agreement shall commence effective March 1, 2005, and unless terminated sooner in accordance with the TERMINATION Paragraphs of the STANDARD TERMS AND CONDITIONS hereunder and County Agreement No. H-703500, it shall remain in full force and effect until June 30, 2014."

3. Agreement, Paragraph 5, FUNDING FOR TRANSITIONAL CAPACITY ALLOWANCE, is deleted in its entirety and replaced as follows:

"5. FUNDING FOR TRANSITIONAL CAPACITY ALLOWANCE: An allocation not to exceed \$5.62 million for each twelve (12) month period beginning December 1, 2006 through November 30, 2013 as set forth herein, will ensure that Contractor will have appropriate capacity for trauma patients during this period.

An allocation not to exceed \$3.28 million for the seven (7) month period beginning December 1, 2013 through June 30, 2014 as set forth herein, will ensure that Contractor will have appropriate capacity for trauma patients during this period.

To ensure availability of anticipated trauma care, County shall reimburse Contractor up to two hundred forty (240) days per month, with a maximum reimbursement of six (6) days for each admission, per eligible patient, during the period of this Agreement. Reimbursement shall be at the rate of One Thousand Nine Hundred and Fifty Dollars (\$1,950) per eligible patient day ("eligible patient" as defined in County Agreement No. H-703500, Exhibit B, Section I.A, ELIGIBLE INDIGENT CARE FUNDING). Contractor may request that the County accept transfer of eligible indigent patients from Contractor. If County accepts such eligible Trauma Augmentation indigent patients for admission to a County facility, or other facility under contract with the County, the allowable billing days shall be reduced by four (4) days. This four day reduction shall be reduced by the number of days that the patient remains with Contractor from the date the Contractor contacted the Medical Alert Center (MAC) until the date of the actual transfer. Claims for reimbursement as set forth

herein shall include a completed UB-04 Form with timely submission to the County's Emergency Medical Services (EMS) Agency, and shall be paid in accordance with the terms of the County Agreement No. H-703500.

If Contractor wishes the County to accept patients for transfer, such patients shall be presented to the County's MAC. Any patient not presented through the MAC at time of service shall not be eligible for reimbursement. Once the MAC has been contacted for a transfer, the Contractor may bill for any days (up to six [6] days) that the patient remains in house until the actual transfer.

In addition, the County's MAC shall assist Contractor by facilitating the transfer of complex orthopedic and maxillo-facial trauma patients into the County-operated trauma centers within the capacity and/or capability of these trauma centers. Any transfer of such patients shall be included in the count of accepted transfers for the purpose of reducing the budget as set forth above.

Nothing in this Agreement shall be construed as to limit the number of patients the County accepts from Contractor should capacity be available in accordance with existing County EMS transfer policies and procedures.

Notwithstanding any other provision in this Agreement, Contractor may transfer patients to any County-operated acute care facility, or other facility under contract with the County, which is currently licensed under Section 1250 et. seq. of the California Health and Safety Code.

Pursuant to Department of Health Services' requirements for identifying County residency, the Contractor shall make all reasonable efforts to obtain actual verification of residency. In the event such patient is not able to provide physical verification, the Contractor may utilize the Affidavit of Residency contained in Attachment A, attached hereto and incorporated herein by reference. This Affidavit shall be valid for any admission thirty (30) days prior to or after the current admission. In the event the Contractor is unable to secure an Affidavit of Residency from patient, Contractor may utilize a Patient Registration Summary (Face Sheet), an intake patient registration document, as verification of County residency. Contractor's Face Sheet must contain patient's name and primary residence information."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

ST. FRANCIS MEDICAL CENTER

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL